

Certificate of Notice Page 1 of 4
United States Bankruptcy Court
Eastern District of Pennsylvania

In re:
Michelle Y. Gillyard
Debtor

Case No. 16-13230-mdc
Chapter 13

CERTIFICATE OF NOTICE

District/off: 0313-2

User: JEGilmore
Form ID: pdf900

Page 1 of 1
Total Noticed: 4

Date Rcvd: Nov 28, 2017

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Nov 30, 2017.

db +Michelle Y. Gillyard, 147 Fern Street, Philadelphia, PA 19120-1954

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
smg E-mail/Text: bankruptcy@phila.gov Nov 29 2017 01:38:43 City of Philadelphia,
City of Philadelphia Law Dept., Tax Unit/Bankruptcy Dept, 1515 Arch Street 15th Floor,
Philadelphia, PA 19102-1595

smg E-mail/Text: RVSVCBICNOTICE1@state.pa.us Nov 29 2017 01:38:22
Pennsylvania Department of Revenue, Bankruptcy Division, P.O. Box 280946,
Harrisburg, PA 17128-0946

smg +E-mail/Text: usapae.bankruptcynotices@usdoj.gov Nov 29 2017 01:38:42 U.S. Attorney Office,
c/o Virginia Powel, Esq., Room 1250, 615 Chestnut Street, Philadelphia, PA 19106-4404
TOTAL: 3

***** BYPASSED RECIPIENTS *****

NONE.

TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Nov 30, 2017

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on November 28, 2017 at the address(es) listed below:

JOSHUA ISAAC GOLDMAN on behalf of Creditor U.S. BANK NATIONAL ASSOCIATION (TRUSTEE FOR THE PENNSYLVANIA HOUSING FINANCE AGENCY) bkgroup@kmlawgroup.com, bkgroup@kmlawgroup.com
LEON P. HALLER on behalf of Creditor U.S. BANK NATIONAL ASSOCIATION (TRUSTEE FOR THE PENNSYLVANIA HOUSING FINANCE AGENCY) lhaller@pkh.com, dmaurer@pkh.com;mgutshall@pkh.com
MATTEO SAMUEL WEINER on behalf of Creditor U.S. BANK NATIONAL ASSOCIATION (TRUSTEE FOR THE PENNSYLVANIA HOUSING FINANCE AGENCY) bkgroup@kmlawgroup.com
MICHAEL D. SAYLES on behalf of Debtor Michelle Y. Gillyard midusal@comcast.net,
michaeldsaylesesq@comcast.net;r43253@notify.bestcase.com
THOMAS I. PULEO on behalf of Creditor U.S. BANK NATIONAL ASSOCIATION (TRUSTEE FOR THE PENNSYLVANIA HOUSING FINANCE AGENCY) tpuleo@kmlawgroup.com, bkgroup@kmlawgroup.com
United States Trustee USTPRegion03.PH.ECF@usdoj.gov
WILLIAM C. MILLER, Esq. ecfemails@phl3trustee.com, philaecf@gmail.com

TOTAL: 7

Certificate of Notice Page 2 of 4
 IN THE UNITED STATES BANKRUPTCY COURT
 FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Michelle Y. Gillyard	Debtor	CHAPTER 13
U.S. BANK NATIONAL ASSOCIATION (TRUSTEE FOR THE PENNSYLVANIA HOUSING FINANCE AGENCY)		NO. 16-13230 MDC
vs.	Movant	
Michelle Y. Gillyard	Debtor	11 U.S.C. Section 362
William C. Miller	Trustee	

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is **\$3,435.54**, which breaks down as follows;

Post-Petition Payments:	May 2017 through August 2017 at \$589.00 /month
Late Charges:	\$48.54 (Three late charges at \$16.18/each)
Fees & Costs Relating to Motion:	\$1,031.00
Total Post-Petition Arrears	\$3,435.54

2. The Debtor shall cure the aforesaid arrearage in the following manner:

a). Within seven (7) days of the of the Court Order approving of and/or granting this stipulation, Debtors shall file an Amended Chapter 13 Plan that provides for plan payments to cure the post-petition arrearage stated above, together with the pre-petition arrearage;

b). Movant shall file an Amended or Supplemental Proof of Claim to include the post-petition arrears of **\$3,435.54** along with the pre-petition arrears;

c). The new 410A form for a Proof of Claim shall not be required for this Amended or Supplemental Proof of Claim.

3. Beginning with the payment due September 1, 2017 and continuing thereafter, Debtor shall maintain contractual monthly mortgage payments of \$589.00 (or as adjusted under the mortgage) due on or before the first (1st) day of each month (with late charges to be assessed after the 15th of the month).

4. Should Debtor provide sufficient proof of payments made, but not credited (front & back copies of cancelled checks and/or money orders), Movant shall adjust the account accordingly.

5. In the event that no payments under Section 541(c)(2) are not tendered pursuant to the terms of this stipulation, Movant shall notify Debtor and Debtor's attorney of the default in writing and the Debtor may cure said default within FIFTEEN (15) days of the date of said notice. If Debtors should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default with the Court, upon which the Court shall enter an Order granting relief from the automatic stay and waiving the stay provided by Bankruptcy Rule 4001(a)(3), which the parties hereby agree to waive with respect to any such Order. The Order shall be in the form set forth in the proposed form of Order filed with the instant Motion for Relief, or in a form substantially similar. ("Movant" in this paragraph and hereinafter refers to Movant or to any of its successors or assignees, should the claim be assigned or transferred.)

6. If the case is converted to Chapter 7, Movant shall file a Certification of Default with the Court and the Court shall enter an order granting Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: August 17, 2017

By: /s/ Matteo S. Weiner, Esquire
 Matteo S. Weiner, Esquire
 Attorney for Movant
 KML Law Group, P.C.
 701 Market Street, Suite 5000
 Philadelphia, PA 19106-1532
 (215) 627-1322 FAX (215) 627-7734
 Attorneys for Movant

Date: 8/21/2017

Michael D. Sayles
 Michael D. Sayles, Esquire
 Attorney for Debtor

Date: 11/14/17

William C. Miller
 Chapter 13 Trustee

***without prejudice to any
 trustee rights or remedies**

Approved by the Court this 28th day of November, 2017. However, the court retains discretion regarding entry of any further order.



Bankruptcy Judge
Magdeline D. Coleman